



3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102

(817) 878-2385
Docket No. F 74300

MAR 14 1990 -11 10 AM

INTERSTATE COMMERCE COMMISSION

0-678A025

Re: Document for Recordation: Equipment Lease Dated April 1, 1983,
Between United States Trust Company of New York and Burlington
Northern Railroad Company

I am enclosing two verified copies of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

This document is a Lease of Railroad Equipment, a secondary document, dated April 1, 1983. The primary document to which this lease relates is a Lease of Railroad Equipment, dated February 1, 1976, between United States Trust Company of New York, as Trustee; American Rail Box Car Company, as Lessee; and St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company), as Guarantor. The primary document was recorded under ICC Recordation No. 8212, on February 11, 1976.

The names and addresses of the parties to the transaction are:

Owner- United States Trust Company of New York
Trustee: Corporate Trust & Agency Division 21W
45 Wall Street
New York, New York 10005

Lessee: Burlington Northern Railroad Company
3800 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

[Faint handwritten notes and signatures are visible throughout the page.]

Ms. Mildred R. Lee
March 13, 1990
Page 2


A general description of the equipment covered by the enclosed Lease of Railroad Equipment is shown on Schedule A of said document.

A fee of \$15.00 is enclosed for recording the Lease of Railroad Equipment. Please return to the undersigned any extra copies not needed by the Commission for recordation.

A short summary of the document to appear in the index follows:

Lease of Railroad Equipment (modification to ICC Recordation No. 8212, recorded on February 11, 1976), dated April 1, 1983, between United States Trust Company of New York (Owner-Trustee) and Burlington Northern Railroad Company (Lessee), leasing the equipment described on Schedule A of said document.

Very truly yours,

A handwritten signature in cursive script, reading "Rebecca R. Martin".

Rebecca R. Martin
Legal Assistant

RRM/sd
Enclosures


VERIFICATION

RECORDED IN 8212-B FILED 1-03

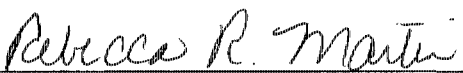
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INTERSTATE COMMERCE COMMISSION

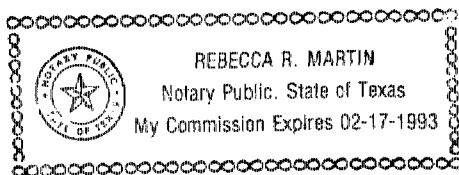
STATE OF TEXAS)
)
COUNTY OF TARRANT) ss.

Francis T. Kelly, Securities and Finance Counsel, Burlington Northern Railroad Company, being duly sworn, deposes and states that he has compared the attached copy with the original document and has found the copy to be complete and identical in all respects to the original document.


Francis T. Kelly

Subscribed and sworn to before me
this 13th day of March, 1990.


Notary Public in and for
the State of Texas



8212-B
RECORDED AND INDEXED

MAR 14 1990 - 11 10 AM
INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

Dated as of April 1, 1983

Between

UNITED STATES TRUST COMPANY OF NEW YORK, Owner-Trustee

and

BURLINGTON NORTHERN RAILROAD COMPANY, Lessee

Covering

493 50' 6" 70-ton Capacity
General Service Box Cars

40 LEASE OF RAILROAD EQUIPMENT dated as of April 1,
41 1983 between Burlington Northern Railroad Company, the suc-
42 cessor to the St. Louis - San Francisco Railway Company pur-
43 suant to a merger effective November 21, 1980, a Delaware
44 corporation (hereinafter called the Lessee), and UNITED
45 STATES TRUST COMPANY OF NEW YORK, a New York corporation, as
46 Trustee (hereinafter, together with its successors and
47 assigns, called the Owner-Trustee) under a Trust Agreement
48 dated as of February 1, 1976 (hereinafter called the Trust
49 Agreement), with GENERAL ELECTRIC CREDIT CORPORATION (here-
50 inafter called the Owner).

51
52 WHEREAS, the Owner-Trustee and the Lessee, as
53 Guarantor entered into conditional sales agreements dated as
54 of February 1, 1976 (hereinafter individually and collec-
55 tively called the Security Document) with FMC Corporation
56 and Whittaker Corporation (Perwick Forge and Fabricating
57 Division), respectively, (hereinafter individually called a
58 Builder and collectively the Builders) pursuant to which the
59 Builders manufactured, sold and delivered to the
60 Owner-Trustee the units of railroad equipment described in
61 Annex B thereto (hereinafter called the Equipment); and

62
63
64 WHEREAS, each Builder assigned certain of its in-
65 terests in its Security Document to Mercantile-Safe Deposit
66 and Trust Company, as agent (hereinafter, together with its
67 successors and assigns, called the Vendor), pursuant to, in
68 each case, an Agreement and Assignment (hereinafter individ-
69 ually called an Assignment and collectively the Assign-
70 ments); and

71
72 WHEREAS, the Owner-Trustee has leased the Equip-
73 ment delivered and accepted and settled for under the Secu-
74 rity Document to American Rail Box Car Company, now known as
75 Railbox Company (hereinafter called Railbox), under a Lease
76 of Railroad Equipment dated as of February 1, 1975 (hereina-
77 after called the Original Lease); and

78
79 WHEREAS, the Lessee agreed to guarantee the obli-
80 gations of Railbox under the Original Lease pursuant to a
81 Guaranty Agreement dated as of February 1, 1976 (hereinafter
82 called the Guaranty); and

83
84 WHEREAS, the Owner-Trustee assigned the Original
85 Lease for security to the Vendor pursuant to an Assignment
86 of Lease and Agreement (hereinafter called the Original
87 Lease Assignment) and Railbox consented to the Original
88 Lease Assignment pursuant to a Lessee's Consent and Agree-
89 ment (hereinafter called the Original Consent); and

91 WHEREAS, Railbox has notified the Owner-Trustee
92 that it cannot meet its April 1, 1983, rental payment under
93 the Original Lease and Lessee has made such payment and has
94 requested Railbox to convey, transfer and assign to Lessee
95 all Railbox's right, title and interest in and to the
96 Original Lease and the 493 boxcars described in Schedule A
97 hereto (the "Units") and Lessee has requested the
98 Owner-Trustee to enter into this Lease, all pursuant to the
99 terms and conditions referred to in §16 of the Original
100 Lease; and

101
102 WHEREAS, Railbox has conveyed, transferred and
103 assigned to Lessee all of Railbox's right, title and inter-
104 est in and to the Original Lease and the Units pursuant to
105 an Assignment of Lease dated as of April 1, 1983 (hereinaf-
106 ter called the Assignment of Lease); and

107
108 WHEREAS, the Owner-Trustee will assign this Lease
109 for security to the Vendor pursuant to an Assignment of
110 Lease and Agreement (hereinafter called the Lease Assign-
111 ment) and the Lessee will consent to the Lease Assignment
112 pursuant to a Lessee's Consent and Agreement (hereinafter
113 called the Consent);

114
115 NOW, THEREFORE, in consideration of the rentals to
116 be paid and the covenants hereinafter mentioned to be kept
117 and performed by the Lessee, the Owner-Trustee hereby leases
118 the Units to the Lessee, upon the following terms and
119 conditions:

120
121 §1. Net Lease. This Lease is a net lease. Les-
122 see's obligation to pay all rentals and other amounts
123 hereunder shall be absolute and unconditional and, except as
124 herein provided, the Lessee shall not be entitled to any
125 abatement of rent, reduction thereof or setoff against rent,
126 including, but not limited to, abatements, reductions or
127 setoffs due or alleged to be due by reason of any past,
128 present or future claims of the Lessee against Railbox, the
129 Owner or the Owner-Trustee under the Original Lease or
130 against the Owner-Trustee or the Owner under this Lease or
131 under the Security Documents, including the Lessee's rights
132 by subrogation thereunder to the respective Builder or the
133 Vendor or otherwise; nor, except as otherwise expressly pro-
134 vided herein, shall this lease terminate, or the respective
135 obligations of the Owner-Trustee or the Lessee be otherwise
136 affected, by reason of any defect in or damage to or loss of

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137 possession or loss of use or destruction of all or any of
138 the Units from whatsoever cause, including, but not limited
139 to, any insolvency of or the bankruptcy, reorganization or
140 other similar proceeding against Railbox, or any liens,
141 encumbrances or rights of others with respect to any of the
142 Units; the prohibition of or other restriction against the
143 lessee's use of all or any of the Units, the interference
144 with such use by any person or entity, the invalidity or
145 unenforceability or lack of due authorization of this Lease,
146 any insolvency of or the bankruptcy, reorganization or
147 similar proceeding against the Lessee or Railbox, or for any
148 other cause whether similar or dissimilar to the foregoing,
149 any present or future law to the contrary notwithstanding,
150 it being the intention of the parties hereto that the rents
151 and other amounts payable by the Lessee hereunder shall con-
152 tinue to be payable in all events in the manner and at the
153 times herein provided unless the obligation to pay the same
154 shall be terminated pursuant to the express provisions of
155 this lease. To the extent permitted by applicable law, the
156 Lessee hereby waives any and all rights which it may now
157 have or which at any time hereafter may be conferred upon
158 it, by statute or otherwise, to terminate, cancel, quit or
159 surrender the lease of any of the Units except in accordance
160 with the express terms hereof. Each rental or other payment
161 made by the Lessee hereunder shall be final and the Lessee
162 shall not seek to recover all or any part of such payment
163 from the Owner-Trustee, the Owner or the Vendor for any
164 reason whatsoever.

166
167 §2. Delivery and Acceptance of Units. The Lessee
168 agrees that the execution and delivery of this Lease by the
169 Owner-Trustee shall constitute delivery of the Units subject
170 to this Lease and the execution and delivery of this Lease
171 by the lessee shall constitute acceptance of such Units
172 under this Lease; provided, however, that such constructive
173 delivery and acceptance shall in no way interfere with or
174 prejudice the right of the Lessee to the performance of
175 Railbox's obligation to deliver said Units pursuant to the
176 Assignment of Lease.

177
178 §3. Rentals. The Lessee agrees to pay to the
179 Owner-Trustee, as rental for each Unit subject to this
180 lease, 16 consecutive semiannual payments, payable on
181 April 1, and October 1, of each year commencing October 1,
182 1983. Each of the 16 semiannual rental payments shall be in
183 an amount equal to 4.71514% of the Purchase Price (as

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184 defined in the Security Document) of each Unit subject to
185 this Lease on the date of such payment.

186
187 If any of the semiannual rental payment dates
188 referred to above is not a business day (as such term is
189 defined in the Security Document) the semiannual rental pay-
190 ment otherwise payable on such date shall then be payable on
191 the next succeeding business day, and no interest shall be
192 payable for the period from and after the nominal date for
193 payment thereof to such next succeeding business day.

194
195 The Owner-Trustee irrevocably instructs the Lessee
196 to make all the payments provided for in this Lease to the
197 Vendor, for the account of the Owner-Trustee, in care of the
198 Vendor, with instructions to the Vendor (a) first to apply
199 such payments to satisfy the obligations of the
200 Owner-Trustee under the Security Document known to the Ven-
201 dor to be due and payable on the date such payments are due
202 and payable hereunder and (b) second, so long as no event of
203 default under the Security Document shall have occurred and
204 be continuing, to pay any balance promptly to the
205 Owner-Trustee or to the order of the Owner-Trustee in imme-
206 diately available funds at such place as the Owner-Trustee
207 shall specify in writing.

208
209 The Lessee agrees to make each payment provided
210 for herein as contemplated by this §3 in immediately avail-
211 able funds at or prior to 11:00 a.m. in the city where such
212 payment is to be made.

213
214 §4. Term of Lease. The term of this Lease as to
215 each Unit shall commence as of the date hereof and, subject
216 to the provisions of §§7, 10 and 13 hereof, shall terminate
217 on the date on which the final payment of rent in respect
218 thereof is due pursuant to §3 hereof. The obligations of
219 the Lessee hereunder (including, but not limited to, the ob-
220 ligations under §§6, 7, 9 and 14 hereof) shall survive the
221 expiration of the term of this Lease.

222
223 Notwithstanding anything to the contrary contained
224 herein, all rights and obligations of the Lessee under this
225 Lease and in and to the Units are subject to the rights of
226 the Vendor under the Security Document. If an event of
227 default should occur under the Security Document, the Vendor
228 may terminate this Lease (or rescind its termination), all
229 as provided therein.

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231 §5. Identification Marks. The Lessee will cause
232 each Unit to be numbered with its identifying number as set
233 forth in Schedule A hereto, or in the case of any Unit not
234 there listed such identifying number as shall be set forth
235 in any amendment or supplement hereto extending this Lease
236 to cover such Unit, and will keep and maintain, plainly,
237 distinctly, permanently and conspicuously marked on each
238 side of each Unit, in letters not less than one inch in
239 height, the words, "Ownership Subject to a Security Agree-
240 ment Filed Under the Interstate Commerce Act, Section 20c",
241 "Owned by a Bank or Trust Company under a Security Agreement
242 Filed Under the Interstate Commerce Act, Section 20c" or
243 other appropriate words designated by the Owner-Trustee,
244 with appropriate changes thereof and additions thereto as
245 from time to time may be required by law in order to protect
246 the Owner-Trustee's and the Vendor's title to and property
247 in such Unit and the rights of the Owner Trustee under this
248 Lease and of the Vendor under the Security Document. The
249 Lessee will not place any such Unit in operation or exercise
250 any control or dominion over the same until such name and
251 words shall have been so marked on both sides thereof and
252 will replace promptly any such name and words which may be
253 removed, defaced or destroyed. The Lessee will not change
254 the identifying number of any Unit unless and until (i) a
255 statement of new number or numbers to be substituted there-
256 for shall have been filed with the Vendor and the
257 Owner-Trustee and filed, recorded and deposited by the Les-
258 see in all public offices where this Lease and the Security
259 Document shall have been filed, recorded and deposited and
260 (ii) the Lessee shall have furnished the Vendor and the
261 Owner-Trustee an opinion of counsel to the effect that such
262 statement has been so filed, recorded and deposited, such
263 filing, recordation and deposit will protect the Vendor's
264 and the Owner-Trustee's interests in such Units and no fil-
265 ing, recording, deposit or giving of notice with or to any
266 other federal, state or local government or agency thereof
267 is necessary to protect the interests of the Vendor and the
268 Owner-Trustee in such Units.

269
270 The Units may be lettered with the names or ini-
271 tials or other insignia customarily used by the Lessee or
272 its affiliates. Except as above provided, the Lessee will
273 not allow the name of any person, association or corporation
274 to be placed on any Unit as a designation that might be
275 interpreted as a claim of ownership.

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277 §6. Taxes. Whether or not any of the transac-
278 tions contemplated hereby are consummated, the Lessee agrees
279 to pay, and to indemnify and hold the Owner-Trustee, the
280 Owner, and the Vendor harmless from, all taxes, assessments,
281 fees and charges of any nature whatsoever, together with any
282 penalties, fines, additions to tax or interest thereon,
283 howsoever imposed, whether levied or imposed upon the
284 Owner-Trustee, the Owner, the Vendor, the Lessee, the trust
285 estate created by the Trust Agreement or otherwise, by any
286 federal, state or local government or governmental subdivi-
287 sion in the United States or by any foreign country or sub-
288 division thereof, upon or with respect to: any Unit or any
289 part thereof; the purchase, ownership, delivery, leasing,
290 possession, use, operation, transfer of title, return or
291 other disposition thereof; the indebtedness with respect
292 thereto; the rentals, receipts or earnings arising
293 therefrom; the Original Lease or this Lease, the Trust
294 Agreement, the Participation Agreement dated as of November
295 1, 1975, among Railbox, the Lessee, as Guarantor, the
296 Owner-Trustee and the Owner (hereinafter called the Partici-
297 pation Agreement), the Security Documents, the Assignments,
298 the Assignment of Lease, the Lease Assignment, any payment
299 made pursuant to any such agreement, or the property, the
300 income or other proceeds received with respect to property
301 held in trust by the Owner-Trustee under the Trust Agreement
302 (all such taxes, assessments, fees, charges, penalties,
303 fines, additions to tax and interest imposed as aforesaid
304 being hereinafter called "taxes"); excluding, however: (i)
305 Taxes of the United States or of any state or political sub-
306 division thereof and (if and to the extent that any person
307 indemnified hereunder is entitled to a credit therefor
308 against its United States Federal income taxes or is indem-
309 nified by the Lessee pursuant to Paragraph 7 of the Partici-
310 pation Agreement) of any foreign country or subdivision
311 thereof, imposed on or measured solely by the net income or
312 excess profits of the Owner-Trustee (in its individual ca-
313 pacity), the Owner or the Vendor, other than Taxes arising
314 out of or imposed in respect of the receipt of indemnifica-
315 tion payments pursuant to this Lease, provided that such
316 Taxes of any foreign country or subdivision thereof incurred
317 as a result of the indemnified party being taxed by such
318 foreign country or jurisdiction on its worldwide income
319 without regard to the transactions contemplated by this
320 Lease shall be excluded whether or not the indemnified party
321 is entitled to a credit against its United States Federal
322 income taxes; (ii) any Taxes imposed as a direct result of a

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323 voluntary transfer or other voluntary disposition by the
324 Owner or any transfer or disposition by the Owner resulting
325 from bankruptcy or other proceedings for the relief of
326 creditors in whether the Owner is the debtor, which volun-
327 tary or involuntary, of any interest in any Unit or interest
328 in rentals under this Lease; (iii) any Taxes imposed on or
329 measured by any fees or compensation received by the
330 Owner-Trustee or the Vendor; and (iv) Taxes which are im-
331 posed on or measured solely by the net income of the
332 Owner-Trustee or the Vendor if and to the extent that such
333 Taxes are in substitution for or reduce the Taxes payable by
334 any other person which the Lessee has not agreed to pay or
335 indemnify against pursuant to this §6; provided, however,
336 that the Lessee shall not be required to pay any Taxes dur-
337 ing the period it may be contesting the same in the manner
338 provided in the next succeeding paragraph. The Lessee
339 further agrees to pay on or before the time or times pre-
340 scribed by law any tax imposed on or measured solely by the
341 net income of the Lessee (or the affiliated group, within
342 the meaning of section 1504 of the Internal Revenue Code of
343 1954, as amended, of which the Lessee is a member) under the
344 laws of the United States or of any state or political sub-
345 division thereof, or of any foreign country or subdivision
346 thereof which, if unpaid, might result in a lien or other
347 encumbrance upon any Unit; provided, however, that the Les-
348 see shall not be required to pay any such tax during the
349 period it may be contesting the same.

351
352 If claim is made against the Owner-Trustee, the
353 Owner or the Vendor for any Taxes indemnified against under
354 this §6, such party shall promptly notify the Lessee. If
355 reasonably requested by the Lessee in writing, the
356 Owner-Trustee or the Vendor, as the case may be, shall, upon
357 receipt of any indemnity satisfactory to it and to the Owner
358 for all costs, expenses, losses, legal and accountants' fees
359 and disbursements, penalties, fines, additions to tax and
360 interest, and at the expense of the Lessee, contest in good
361 faith the validity, applicability or amount of such Taxes by
362 (a) resisting payment thereof if possible, (b) not paying
363 the same except under protest, if protest is necessary and
364 proper, and (c) if payment is made, using reasonable efforts
365 to obtain a refund thereof in appropriate administrative or
366 judicial proceedings, or both. The Lessee may also contest,
367 at its own expense, the validity, applicability or amount of
368 such Taxes in the name of the Owner-Trustee, the Owner or
369 the Vendor; provided that, no proceeding or actions relating

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370 to such contest shall be commenced (nor shall any pleading,
371 motion, brief or other paper be submitted or filed in the
372 name of the Owner-Trustee, the Owner or the Vendor in any
373 such proceeding or action) without the prior written consent
374 of the Owner-Trustee, the Owner or the Vendor, as the case
375 may be. If the Owner-Trustee, the Owner or the Vendor shall
376 obtain a refund of all or any part of such Taxes previously
377 reimbursed by the Lessee in connection with any such contest
378 or an amount representing interest thereon, the
379 Owner-Trustee or the Vendor, as the case may be, or the
380 Owner shall pay the Lessee the amount of such refund or in-
381 terest net of expenses; provided, however, that no Event of
382 Default and no event which with notice or lapse of time or
383 both would constitute an Event of Default shall have
384 occurred and be continuing.

385
386 In case any report or return is required to be
387 made with respect to any obligation of the Lessee under this
388 §6 or arising out of this §6, except obligations resulting
389 from the second sentence of the first paragraph of this §6,
390 the Lessee shall either make such report or return in such
391 manner as will show the interests of the Owner-Trustee in
392 the Units, or shall promptly notify the Owner-Trustee, the
393 Owner and the Vendor of such requirement and shall make such
394 report or return in such manner as shall be satisfactory to
395 the Owner-Trustee and the Vendor. All costs and expenses
396 (including legal and accountants' fees) of preparing any
397 such return or report shall be borne by the Lessee.

398
399 All the obligations of the Lessee under this §6
400 shall survive and continue, but only with respect to periods
401 included in the term of this lease, notwithstanding payment
402 in full of all amounts due under the Security Document or
403 the termination of this lease. Payments due from the Lessee
404 to the Owner-Trustee, the Owner or the Vendor under this §6
405 shall be made directly to the party indemnified.

406
407 §7. Payment for Casualty Occurrences; Insurance.
408 In the event that any Unit shall be or become worn out,
409 lost, stolen, destroyed, irreparably damaged, or permanently
410 rendered unfit for use from any cause whatsoever, or taken
411 or requisitioned by condemnation or otherwise resulting in
412 loss of possession by the Lessee for a period of 90 consecu-
413 tive days, except requisition for use by the United States
414 Government (such occurrences being hereinafter called Casu-
415 alty Occurrences) during the term of this Lease, or until

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416 such Unit shall have been returned in the manner provided in
417 \$11 or \$14 hereof, the Lessee shall promptly and fully noti-
418 fy the Owner-Trustee and the Vendor with respect thereto.

420

421 If such notice from the Lessee shall have been
422 received at least 15 days prior to the April 1 or October 1
423 next succeeding the event with respect to which such notice
424 is given, then on such next April 1 or October 1 following
425 such event the Lessee shall pay to the Owner-Trustee an
426 amount equal to the rental payment or payments in respect of
427 such Unit due and payable on such date plus a sum equal to
428 the Casualty Value (as hereinafter defined) of such Unit as
429 of the date of such payment in accordance with Schedule B
430 hereto. If such notice from the Lessee shall have been
431 received within 15 days of the April 1 or October 1 next
432 succeeding the event with respect to which such notice is
433 given or subsequent to such date, then on such next April 1
434 or October 1 the Lessee shall pay to the Owner-Trustee an
435 amount equal to the rental payment or payments in respect of
436 such Unit due and payable on such date and shall further pay
437 to the Owner-Trustee on the April 1 or October 1 next suc-
438 ceeding the date of such rental payment a sum equal to the
439 Casualty Value of such Unit as of the April 1 or October 1
440 next succeeding the event with respect to which such notice
441 is given plus an amount equal to interest at the rate of
442 9 3/4% per annum (calculated on the basis of a 360-day year
443 of 12 30-day months) on such Casualty Value from such next
444 succeeding date until the payment of such Casualty Value.
445 All references herein to April 1 or October 1 shall be
446 deemed to refer to whichever such date shall occur soonest.
447 Upon the making of such payment by the Lessee in respect of
448 any Unit, the rental for such Unit shall cease to accrue,
449 the term of this Lease as to such Unit shall terminate and
450 (except in the case of the loss, theft or complete destruc-
451 tion of such Unit) the Owner-Trustee shall be entitled to
452 recover possession of such Unit.

453

454 If the date upon which the making of such payment
455 by the Lessee in respect of any Unit is required is afore-
456 said shall be after the term of this Lease in respect of
457 such Unit has expired, no rental for such Unit shall accrue
458 after the end of such term but the Lessee, in addition to
459 paying the Casualty Value for such Unit (which shall be the
460 same percentage of the Purchase Price as is indicated in
461 Schedule B hereto opposite the last rental payment date),
462 shall pay interest thereon from the end of such term to the

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463 date of such payment at the prime rate of interest which
464 Manufacturers Hanover Trust Company, New York, New York,
465 charges on the date of such payment for 90-day unsecured
466 loans to large corporate borrowers of the highest credit
467 standing.

468
469 The Owner-Trustee hereby appoints the Lessee its
470 agent to dispose of any Unit suffering a Casualty Occurrence
471 or any component thereof before and after the expiration of
472 this lease, at the best price obtainable on an "as is, where
473 is" basis. Provided that the Lessee has previously paid the
474 Casualty Value to the Owner-Trustee, the Lessee shall be en-
475 titled to the proceeds of such sale to the extent they do
476 not exceed the Casualty Value of such Unit, and shall pay
477 any excess to the Owner-Trustee.

478
479 The Casualty Value of each Unit as of the payment
480 date on which payment is to be made as aforesaid shall be
481 that percentage of the Purchase Price of such Unit as is set
482 forth in Schedule F hereto opposite such date.

483
484 In the event of the requisition for use by the
485 United States Government of any Unit during the term of this
486 lease or any renewal thereof, all of the Lessee's obliga-
487 tions under this Lease with respect to such Unit shall con-
488 tinue to the same extent as if such requisition had not
489 occurred, except that if such Unit is returned by the
490 Government at any time after the end of the term of this
491 lease or any renewal thereof, the Lessee shall be obligated
492 to return such Unit to the Owner-Trustee pursuant to §11 or
493 §14 hereof, as the case may be, promptly upon such return by
494 the Government rather than at the end of the term of this
495 lease or any renewal thereof, but Lessee shall in all other
496 respects comply with the provisions of said §11 or §14, as
497 the case may be, with respect to such Unit. All payments
498 received by the Owner-Trustee or the Lessee from the
499 Government for the use of such Unit during the term of this
500 lease or any renewal thereof shall be paid over to, or
501 retained by, the Lessee provided no Event of Default (or
502 other event which after notice or lapse of time or both
503 would become an Event of Default) shall have occurred and be
504 continuing; and all payments received by the Owner-Trustee
505 or the Lessee from the Government for the use of such Unit
506 after the term of this lease or any renewal thereof, shall
507 be paid over to, or retained by, the Owner-Trustee.

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509 Except as hereinabove in this §7 provided, the
510 lessee shall not be released from its obligations hereunder
511 in the event of, and shall bear the risk of, any Casualty
512 Occurrence to any Unit from and after the date hereof.
513

514 The Lessee shall at all times while this Lease is
515 in effect at its own expense maintain or cause to be carried
516 (i) property insurance in respect of the Units at the time
517 subject hereto; provided, however, that the Lessee may
518 self-insure such Units to the extent it self-insures equip-
519 ment similar to the Units and to the extent such
520 self-insurance is consistent with prudent industry practice,
521 and (ii) public liability insurance with respect to third
522 party personal and property damage and the Lessee will con-
523 tinue to carry such insurance in such amounts and for such
524 risks and with such insurance companies as is consistent
525 with prudent industry practice but in any event at least,
526 comparable in amounts against risk customarily insured
527 against by the Lessee in respect of equipment owned or
528 leased by it similar in nature to the Units, in each case
529 satisfactory to the Owner-Trustee. The proceeds thereof
530 shall be payable to the Owner-Trustee and the Lessee, as
531 their interest may appear, during the term of this Lease or
532 any renewal thereof. Any policies of insurance carried in
533 accordance with this paragraph shall (i) require 30 days
534 prior notice of cancellation or material change in coverage
535 to the Owner-Trustee, the Owner and the Vendor, and (ii)
536 name the Owner-Trustee, Owner and the Vendor as additional
537 insureds as their respective interests may appear and in the
538 event such policies shall contain breach of warranty
539 provisions such policies shall provide that in respect of
540 the interests of the Owner-Trustee, the Owner and the Vendor
541 in such policies the insurance shall not be invalidated by
542 any action or inaction of the Lessee or any other person
543 (other than the Owner-Trustee, the Owner and the Vendor) and
544 shall insure the Owner-Trustee, the Owner and the Vendor
545 regardless of any breach or violation of any warranty, dec-
546 laration or condition contained in such policies by the Les-
547 see or by any other person (other than the Owner-Trustee,
548 the Owner and the Vendor).
549

550 Upon the execution of this Lease, and thereafter
551 not less than 15 days prior to the expiration dates of the
552 expiring policies theretofore delivered pursuant to this §7,
553 the lessee shall deliver to the Owner-Trustee duplicate
554 originals of all policies (or in the case of blanket

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555 policies, certificates thereof issued by the insurers
556 thereunder) for the insurance maintained pursuant to the §7;
557 provided, however, that if the delivery of a formal policy
558 or certificate, as the case may be, is delayed, the Lessee
559 shall deliver an executed binder with respect thereto and
560 shall deliver the formal policy or certificate, as the case
561 may be, upon receipt thereof.

562
563 In the event the Lessee shall fail to maintain in-
564 surance as herein provided, the Owner-Trustee may at its
565 option provide such insurance (giving the Lessee prompt
566 written notice thereof) and, in such event, the Lessee
567 shall, upon demand from time to time, reimburse the
568 Owner-Trustee for the cost thereof together with interest,
569 on the amount of the cost to the Owner-Trustee of such in-
570 surance which the Lessee shall have failed to maintain, at
571 the rate per annum specified in §17 hereof.

572
573 If the Owner-Trustee shall receive any insurance
574 proceeds or condemnation payments in respect of Units suf-
575 fering a casualty occurrence, the Owner-Trustee shall pay
576 such proceeds or condemnation payments to the Lessee up to
577 an amount equal to the Casualty Value with respect to a Unit
578 paid by the Lessee and any balance of such proceeds or con-
579 demnation payments shall remain the property of the
580 Owner-Trustee; provided, however, that no Event of Default
581 shall have occurred and the Lessee shall have made payment
582 of the Casualty Value thereof to the Owner-Trustee. All in-
583 surance payments received by the Owner-Trustee in respect of
584 any Unit not suffering a Casualty Occurrence shall be paid
585 to the Lessee upon proof satisfactory to the Owner-Trustee
586 that any damage to such Unit in respect of which such
587 proceeds were paid has been fully repaired.

588
589 §8. Reports Financial Disclosure. On or before
590 April 1 in each year, commencing with the calendar year
591 1984, the Lessee will furnish to the Owner-Trustee, the
592 Owner and the Vendor an accurate statement (a) setting forth
593 as at the preceding December 31 the amount, description and
594 numbers of all Units then leased hereunder and covered by
595 the Security Document, the amount, description and numbers
596 of all Units that have suffered a Casualty Occurrence or to
597 the knowledge of the Lessee are then undergoing repairs
598 (other than running repairs) or are then withdrawn from use
599 pending repairs (other than running repairs) and such other
600 information regarding the condition and state of repair of

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601 the Units as the Owner-Trustee or the Vendor may reasonably
602 request and (b) stating that, in the case of all Units
603 repainted or repaired during the period covered by such
604 statement, the numbers and the markings required by §5
605 hereof and the Security Documents have been preserved or
606 replaced. The Owner-Trustee shall have the right by its
607 agents, to inspect the Units and the Lessee's records with
608 respect thereto at such reasonable times as the
609 Owner-Trustee may request during the continuance of this
610 lease. The Lessee shall deliver to the Owner-Trustee, the
611 Owner and the Vendor promptly upon transmission thereof,
612 copies of all reports which the Lessee files with the
613 Securities and Exchange Commission (or any governmental body
614 or agency succeeding to the functions of the Securities and
615 Exchange Commission), and a copy of Lessee's Annual Report
616 F-1 which it files with the Interstate Commerce Commission.

617
618 §9. Disclaimer of Warranties; Compliance with
619 Laws and Rules; Maintenance; Indemnification. NEITHER THE
620 OWNER-TRUSTEE NOR THE OWNER MAKES, HAS MADE OR SHALL BE
621 DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION,
622 EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF,
623 OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMAN-
624 SHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND
625 NEITHER THE OWNER-TRUSTEE NOR THE OWNER MAKES ANY WARRANTY
626 OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY
627 PARTICULAR PURPOSE NOR AS TO TITLE TO THE UNITS OR ANY COM-
628 PONENT THEREOF, NOR ANY OTHER REPRESENTATION OR WARRANTY,
629 EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIT (EITHER UPON
630 DELIVERY THEREOF TO THE LESSEE OR OTHERWISE). IT BEING
631 AGREED THAT ALL SUCH RISKS, AS BETWEEN THE OWNER-TRUSTEE AND
632 THE OWNER AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE; but
633 the Owner-Trustee hereby irrevocably appoints and
634 constitutes the Lessee its agent and attorney-in-fact during
635 the term of this Lease to assert and enforce from time to
636 time, in the name of and for the account of the
637 Owner-Trustee and/or the Lessee, as their interests may
638 appear, at the Lessee's sole cost and expense, whatever
639 claims and rights the Owner-Trustee may have against the
640 Builder, including, but not limited to, any claims and
641 rights arising under the provisions of Items 3 and 4 of
642 Annex A to the Security Documents. The Owner-Trustee and
643 the Owner shall have no responsibility or liability to the
644 Lessee or any other person with respect to any of the fol-
645 lowing: (1) any liability, loss or damage caused or alleged
646 to be caused directly or indirectly by any Units or by any

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647 inadequacy thereof or deficiency or defect therein or by any
648 other circumstance in connection therewith; (ii) the use,
649 operation or performance of any Units or any risks relating
650 thereto; (iii) any interruption of service, loss of business
651 or anticipated profits or consequential damages; or (iv) the
652 delivery, operation, servicing, maintenance, repair, im-
653 provement or replacement of any Units. The Lessee's
654 execution of this lease shall be conclusive evidence as
655 between the Lessee and the Owner-Trustee that the Units are
656 in all the foregoing respects satisfactory to the Lessee,
657 and the Lessee will not assert any claim of any nature what-
658 soever against the Owner-Trustee or the Vendor based on any
659 of the foregoing matters.

660
661 The Lessee agrees, for the benefit of the
662 Owner-Trustee, the Owner and the Vendor, to comply in all
663 respects (including, without limitation, with respect to the
664 use, maintenance and operation of each Unit) with all laws
665 of the jurisdictions in which its operations involving the
666 Units may extend, with the Interchange Rules of the Associa-
667 tion of American Railroads and with all lawful rules of the
668 United States Department of Transportation, the Interstate
669 Commerce Commission and any other legislative, executive,
670 administrative or judicial body exercising any power or ju-
671 risdiction over the Units, to the extent that such laws and
672 rules affect the title, operation or use of the Units and in
673 the event that such laws or rules require any alteration,
674 replacement or addition of or to any part of any Unit, the
675 Lessee will fully conform therewith at its own expense;
676 provided, however, that the Lessee may, in good faith,
677 contest the validity or application of any such law or rule
678 in any reasonable manner which does not, in the opinion of
679 the Owner-Trustee or the Vendor, adversely affect the prop-
680 erty or rights of the Owner-Trustee or the Vendor under this
681 Lease or under the Security Document.

682
683 The Lessee agrees that, at its own cost and ex-
684 pense, it will maintain and keep each Unit (including any
685 parts installed on or replacements made to any Unit and con-
686 sidered an accession thereto as hereinbelow provided) which
687 is subject to this lease in good order and proper repair.

689
690 Any and all additions to any Unit and any and all
691 parts installed on or replacements made to any Unit (other
692 than any special devices, racks or assemblies at any time
693 attached or affixed to any such Unit, the cost or purchase

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694 price of which was not included in the Purchase Price of
695 such Unit and which are not required for the operation or
696 use of such Unit by the Interstate Commerce Commission, the
697 United States Department of Transportation or any other leg-
698 islative, executive, administrative or judicial body exer-
699 cising any power or jurisdiction of such Unit) shall be con-
700 sidered accessions to such Unit and, without cost or expense
701 to the Owner-Trustee or the Vendor, there shall immediately
702 be vested in the Owner-Trustee and the Vendor the same in-
703 terests in such accessions as the interests of the
704 Owner-Trustee and the Vendor in such Unit. The Lessee may
705 make alterations or modifications to any Unit so long as
706 they do not affect the value of such Unit materially and ad-
707 versely. The Lessee shall not permit any special device,
708 rack or assembly to be attached or affixed to any Unit which
709 may not be readily removed from such Unit without materially
710 impairing such Unit or the value thereof unless such special
711 device, rack or assembly is to be considered an accession to
712 such Unit.

713
714 The Lessee shall pay, and shall protect, indemnify
715 and hold the Owner-Trustee, the Owner, the Vendor and any
716 assignee thereof, and their respective successors, assigns,
717 agents and servants (hereinafter called Indemnified
718 Persons), harmless from and against any and all causes of
719 action, suits, penalties, claims, demands or judgments, of
720 any nature whatsoever which may be imposed on, incurred by
721 or asserted against any Indemnified Person (including any or
722 all liabilities, obligations, damages, costs, disbursements,
723 expenses [including without limitation attorneys' fees and
724 expenses of any Indemnified Person] relating thereto) in any
725 way relating to or arising, or alleged to arise out of this
726 lease or the Units, including without limitation those in
727 any way relating to or arising or alleged to arise out of
728 (i) the manufacture, construction, purchase, acceptance, re-
729 jection, ownership, delivery, non-delivery, lease,
730 possession, use, operation, condition, sale, return or other
731 disposition of any Unit or portion thereof, (ii) any latent
732 and other defects whether or not discoverable by the
733 Owner-Trustee or the Lessee, (iii) any claim for patent,
734 trademark or copyright infringement, (iv) any claims based
735 on strict liability in tort, (v) any injury to or the death
736 of any person or any damage to or loss of property on or
737 near the Units or in any manner growing out or concerned
738 with, or alleged to grow out of or be connected with, the
739 ownership, use, replacement, adaption or maintenance of the

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740 Units or of any other equipment in connection with the Units
741 (whether owned or under the control of the Owner-Trustee,
742 the Lessee or any other person) or resulting or alleged to
743 result from the condition of any thereof, (vi) any viola-
744 tion, or alleged violation, of any provision of this Lease
745 (except by the Owner-Trustee) or of any agreement, law,
746 rule, regulation, ordinance or restriction, affecting or ap-
747 plicable to the Units or the leasing, ownership, use, re-
748 placement, adaption or maintenance thereof, or, (vii) any
749 claim arising out of any of the Owner-Trustee's obligations
750 under the Original Lease, the Original Lease Assignment, the
751 Lease Assignment, the Security Document, the Participation
752 Agreement, the Lease Assignment or the Assignment of Lease,
753 except to the extent such claim arises from an act or omis-
754 sion of the Owner-Trustee. The Lessee shall be obligated
755 under this §9, irrespective of whether any Indemnified
756 Person shall also be indemnified with respect to the same
757 matter under any other agreement by any other person, and
758 the Indemnified Person seeking to enforce the indemnifica-
759 tion may proceed directly against the Lessee under this §9
760 without first resorting to any such other rights of indemni-
761 fication. In case any action, suit or proceeding is brought
762 against any Indemnified Person in connection with any claim
763 indemnified against hereunder, the Lessee may and, upon such
764 Indemnified Person's request, will at the Lessee's expense
765 resist and defend such action, suit or proceeding, or cause
766 the same to be resisted or defended by counsel selected by
767 the Lessee and approved by such Indemnified Person, as the
768 case may be, and, in the event of any failure by Lessee to
769 do so, the Lessee shall pay all costs and expenses
770 (including without limitation attorney's fees and expenses)
771 incurred by such Indemnified Person in connection with such
772 action, suit or proceeding. In the event the Lessee is
773 required to make any payment under this §9, the Lessee shall
774 pay such Indemnified Person an amount which, after deduction
775 of all taxes required to be paid by such Indemnified Person,
776 as the case may be, in respect of the receipt thereof under
777 the laws of the United States or of any political subdivi-
778 sion thereof (after giving credit for any savings in respect
779 of any such taxes by reason of deductions, credits or allow-
780 ances in respect of the payment of the expense indemnified
781 against, and of any other such taxes as determined in the
782 sole discretion of the Indemnified Person), shall be equal
783 to the amount of such payment. The lessee and the
784 Owner-Trustee each agrees to give each other promptly upon
785 obtaining knowledge thereof written notice of any claim or

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786 liability hereby indemnified against. Upon the payment in
787 full of any indemnities as contained in this §9 by the Les-
788 see, and provided that no Event of Default (or other event
789 which with lapse of time or notice or both would constitute
790 an Event of Default) shall have occurred and be continuing,
791 it shall be subrogated to any right of such Indemnified
792 Person in respect of the matter against which indemnity has
793 been given. Any payments received by such Indemnified
794 Person from any person (except the Lessee) as a result of
795 any matter with respect to which such Indemnified Person has
796 been indemnified by the Lessee pursuant to this §9 shall be
797 paid over to the Lessee to the extent necessary to reimburse
798 the Lessee for indemnification payments previously made.

800

801 The Lessee further agrees to indemnify, protect
802 and hold harmless the Vendor and each Builder as third party
803 beneficiaries hereof from and against any and all liability,
804 claims, costs, charges and expenses, including royalty pay-
805 ments and counsel fees, in any manner imposed upon or accru-
806 ing against the Vendor because of the use in or about the
807 construction or operation of any of the Equipment of any ar-
808 ticle or material specified by the Lessee and not
809 manufactured by that Builder or of any design, system,
810 process, formula or combination specified by the Lessee and
811 not developed or purported to be developed by that Builder
812 which infringes or is claimed to infringe on any patent or
813 other right. The Lessee will give notice to each Builder of
814 any claim known to the Lessee from which liability may be
815 charged against that Builder hereunder.

816

817 The indemnities contained in this §9 shall survive
818 the expiration or termination of this Lease with respect to
819 all events, facts, conditions or other circumstances occur-
820 ring or existing prior to such expiration or termination and
821 are expressly made for the benefit of, and shall be enforce-
822 able by, any Indemnified Person. None of the indemnities in
823 this §9 shall be deemed to create any rights of subrogation
824 in any insurer or third party against the Lessee therefor,
825 from or under any Indemnified Person, whether because of any
826 claim paid or defense provided for the benefit thereof or
827 otherwise.

828

829 The Lessee agrees to prepare and deliver to the
830 Owner-Trustee within a reasonable time prior to the required
831 date of filing (or, to the extent permissible, file on be-
832 half of the Owner-Trustee) any and all reports (other than

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833 income tax returns) to be filed by the Owner-Trustee with
834 any federal, state or other regulatory authority by reason
835 of the ownership by the Owner-Trustee or the Vendor of the
836 Units or the leasing thereof to the Lessee.

837

838 §10. Default. If, during the continuance of this
839 Lease, one or more of the following events (each such event
840 being hereinafter sometimes called an Event of Default)
841 shall occur:

842

843 A. payment of any part of the rental provided in
844 §3 hereof (as such rentals may be increased pursuant to
845 §9 hereof) or payment in respect of any Casualty Occur-
846 rence pursuant to §7 hereof shall not be made by or on
847 behalf of the Lessee, and such failure to make payment
848 shall continue for five business days after such pay-
849 ment is due; or

850

851 B. default shall be made in the observance or
852 performance of any other of the covenants, conditions
853 and agreements on the part of the Lessee contained
854 herein or in the Consent or of the Lessee, as Guar-
855 antor, contained in the Security Document or the Guar-
856 anty, and such default shall continue for 20 days after
857 written notice from the Owner-Trustee or the Vendor to
858 the Lessee specifying the default and demanding that
859 the same be remedied; or

860

861 C. a petition for reorganization under Title 11
862 of the United States Code, as now constituted or as
863 said Title 11 may be hereafter amended, shall be filed
864 by or against the Lessee and, unless such petition
865 shall have been dismissed, nullified, stayed or other-
866 wise rendered ineffective (but then only so long as
867 such stay shall continue in force or such ineffec-
868 tiveness shall continue), all the obligations of the
869 lessee hereunder shall not have been and shall not con-
870 tinue to have been duly assumed in writing, pursuant to
871 a court order or decree, by a trustee or trustees
872 appointed (whether or not subject to ratification) in
873 such proceedings in such manner that such obligations
874 shall have the same status as obligations incurred by
875 such trustee or trustees, within 30 days after such ap-
876 pointment, if any, or 60 days after such petition shall
877 have been filed, whichever shall be earlier; or

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879 D. any other proceedings shall be commenced by or
880 against the Lessee for any relief which includes, or
881 might result in, any modification of the obligations of
882 the Lessee hereunder under any bankruptcy or insolvency
883 laws, or laws relating to the relief of debtors, read-
884 justments of indebtedness, reorganizations, arrange-
885 ments, compositions or extension (other than a law
886 which does not permit any readjustments of the obliga-
887 tions of the Lessee hereunder), and, unless such pro-
888 ceedings shall have been dismissed, nullified, stayed
889 or otherwise rendered ineffective (but then only so
890 long as such stay shall continue in force or such inef-
891 fectiveness shall continue), all the obligations of the
892 Lessee under this Lease shall not have been and shall
893 not continue to have been duly assumed in writing, pur-
894 suant to a court order or decree, by a trustee or
895 trustees or receiver or receivers appointed (whether or
896 not subject to ratification) for the Lessee or for the
897 property of the Lessee in connection with any such pro-
898 ceedings in such manner that such obligations shall
899 have the same status as obligations incurred by such a
900 trustee or trustees or receiver or receivers, within 30
901 days after such appointment, if any, or 60 days after
902 such proceedings shall have been commenced, whichever
903 shall be earlier; or

904
905 E. an event of default set forth in Article 16 of
906 the Security Document shall have occurred and be con-
907 tinuing;

908
909 then, in any such case, the Owner-Trustee, at its option,
910 may,

911
912 (a) proceed by appropriate court action or
913 actions either at law or in equity, to enforce
914 performance by the Lessee of the applicable
915 covenants of this Lease or to recover damages for
916 the breach thereof; or

917
918 (b) by notice in writing to the Lessee ter-
919 minate this Lease, whereupon all rights of the
920 Lessee to the use of the Units shall absolutely
921 cease and terminate as though this Lease had never
922 been made, but the Lessee shall remain liable as
923 hereinafter provided; and thereupon the
924 Owner-Trustee may by its agents enter upon the

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925 premises of the Lessee or other premises, in so
926 far as the Lessee may be lawfully authorized to so
927 permit, where any of the Units may be located,
928 without judicial process if this can be done with-
929 out breach of the peace and in accordance with due
930 process of law, and take possession of all or any
931 of such Units and thenceforth hold, possess and
932 enjoy the same free from any right of the Lessee,
933 or its successors or assigns, to use the Units for
934 any purposes whatever; but the Owner-Trustee
935 shall, nevertheless, have a right to recover from
936 the Lessee any and all amounts which under the
937 terms of this Lease may be then due or which have
938 accrued to the date of such termination (computing
939 the rental for any number of days less than a full
940 rental period by multiplying the rental for such
941 full rental period by a fraction of which the nu-
942 merator is such number of days and the denominator
943 is the total number of days in such full rental
944 period) and also to recover forthwith from the
945 Lessee (i) as damages for loss of the bargain and
946 not as a penalty, a sum with respect to each Unit,
947 which represents the excess of (x) the present
948 value, at the time of such termination, of the
949 entire unpaid balance of all rental for such Unit
950 which would otherwise have accrued hereunder from
951 the date of such termination to the end of the
952 term of this Lease as to such Unit over (y) the
953 then present value of the rentals which the
954 Owner-Trustee reasonably estimates to be obtaina-
955 ble for the Unit during such period, such present
956 value to be computed in each case on the basis of
957 a 6% per annum discount, compounded semiannually
958 from the respective dates upon which rentals would
959 have been payable hereunder had this Lease not
960 been terminated, and (ii) any damages and ex-
961 penses, including reasonable attorneys' fees, in
962 addition thereto which the Owner-Trustee shall
963 have sustained by reason of the breach of any
964 covenant, representation or warranty of this Lease
965 other than for the payment of rental.

966 The remedies in this Lease provided in favor of
967 the Owner-Trustee shall not be deemed exclusive, but shall
968 be cumulative, and shall be in addition to all other
969 remedies in its favor existing at law or in equity. The

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972 Lessee hereby waives any requirements of law, now or
973 hereafter in effect, which might limit or modify the
974 remedies herein provided, to the extent that such waiver is
975 permitted by law. The Lessee hereby waives any and all ex-
976 isting or future claims to any offset against the rental
977 payments due hereunder, and agrees to make rental payments
978 regardless of any offset or claim which may be asserted by
979 the Lessee or on its behalf.

980
981 The failure of the Owner-Trustee to exercise the
982 rights granted it hereunder upon the occurrence of any of
983 the contingencies set forth herein shall not constitute a
984 waiver of any such right upon the continuation or recurrence
985 of any such contingencies or similar contingencies.

986
987 The Lessee also agrees to furnish the
988 Owner-Trustee, the Owner and the Vendor, promptly upon any
989 responsible officer's becoming aware of any condition which
990 constitutes an Event of Default under the Lease or which,
991 after notice or lapse of time or both, would constitute such
992 an Event of Default, written notice specifying such
993 condition and the nature and status thereof. For the
994 purposes of this Section, a "responsible officer" shall
995 mean, with respect to the subject matter of any covenant,
996 agreement or obligation of the Lessee in this Lease
997 contained, any corporate officer of the Lessee who in the
998 normal performance of his operational responsibilities would
999 have knowledge of such matter and the requirements of this
1000 Lease with respect thereto.

1001
1002 §11. Return of Units upon Default. If this Lease
1003 shall terminate pursuant to §10 hereof, the Lessee shall
1004 forthwith deliver possession of the Units to the
1005 Owner-Trustee and shall give prompt telegraphic and written
1006 notice to the Association of American Railroads and all
1007 railroads having possession of any Unit so to return such
1008 Units. Each Unit returned to the Owner-Trustee pursuant to
1009 this §11 shall (i) be in the same operating order, repair
1010 and condition as when originally delivered to the Lessee,
1011 reasonable wear and tear and modifications, if any, permit-
1012 ted by this Lease excepted, (ii) have attached or affixed
1013 thereto any special device, rack or assembly considered an
1014 accession thereto as provided in §9 hereof and have removed
1015 therefrom any special device, rack or assembly not so con-
1016 sidered an accession thereto and (iii) meet the standards
1017 then in effect under the Interchange Rules of the

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1018 Association of American Railroads, if applicable. For the
1019 purpose of delivering possession of any Unit or Units to the
1020 Owner-Trustee as above required, the Lessee shall at its own
1021 cost, expense and risk:

1022

1023 (a) forthwith and in the usual manner cause
1024 such Units to be transported to such location as
1025 shall reasonably be designated by the
1026 Owner-Trustee and there assembled,

1027

1028 (b) furnish and arrange for the
1028 Owner-Trustee to store such Units on any lines of
1029 railroad or premises approved by Owner-Trustee
1030 until such Units have been sold, leased or other-
1031 wise disposed of by the Owner-Trustee, and

1033

1034 (c) cause the Units to be moved to such
1035 interchange point or points as shall be designated
1036 by the Owner-Trustee upon any sale, lease or other
1037 disposal of all or any of the Units.

1039

1040 The assembling, delivery, storage and transporting of the
1041 Units as hereinbefore provided shall be at the expense and
1042 risk of the Lessee and are of the essence of this Lease, and
1043 upon application to any court of equity having jurisdiction
1044 in the premises the Owner-Trustee shall be entitled to a
1045 decree against the Lessee requiring specific performance of
1046 the covenants of the Lessee so to assemble, deliver, store
1047 and transport the Units. During any storage period, the
1048 Lessee will permit the Owner-Trustee or any person desig-
1049 nated by it, including the authorized representative or rep-
1050 resentatives of any prospective purchaser of any such Unit,
1051 to inspect the same. In the event that the Units or any
1052 thereof are sold pursuant to the exercise of the vendor's
1053 remedies under the Security Documents, the Lessee shall pay
1054 to the Owner-Trustee the per diem interchange (pursuant to
1055 the Interchange Rules of the Association of American Rail-
1056 roads) for each such Unit which shall not have been assem-
1057 bled, delivered and stored, as hereinbefore provided, by the
1058 date of such sale for each day from the date of such sale to
1059 the date of delivery to the purchaser thereof.

1061

1062 Without in any way limiting the obligation of the
1063 Lessee under the foregoing provisions of this §11, the Les-
1064 see hereby irrevocably appoints the Owner-Trustee as the
1065 agent and attorney of the Lessee, with full power and

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1066 authority, at any time while the Lessee is obligated to
1067 deliver possession of any Unit to the Owner-Trustee, to
1068 demand and take possession of such Unit in the name and on
1069 behalf of the Lessee from whomsoever shall be in possession
1070 of such Unit at the time.

1071

1072 §12. Assignment; Possession and Use. This Lease
1073 shall be assignable in whole or in part by the Owner-Trustee
1074 without the consent in whole or in part by the Owner-Trustee
1075 without the consent of the Lessee, but the Lessee shall be
1076 under no obligation to any assignee of the Owner-Trustee
1077 other than the Vendor except upon written notice of such as-
1078 signment from the Owner-Trustee. All the rights of the
1079 Owner-Trustee hereunder (including, but not limited to, the
1080 rights under §§6, 7 and 10 and the rights to receive the
1081 rentals payable under this Lease) shall inure to the benefit
1082 of the Owner and the Owner's and the Owner-Trustee's
1083 assigns.

1084

1085 So long as no Event of Default or event of default
1086 exists hereunder or under the Security Document and the Les-
1087 see shall have fully complied with the provisions of this
1088 §12, the Lessee shall be entitled to the possession of the
1089 Units and also to sublease the Units to, or to permit their
1090 use under the terms of car contracts by, a sublessee or user
1091 incorporated in the United States of America (or any State
1092 thereof or in the District of Columbia), upon lines of rail-
1093 road owned or operated by a railroad company or companies
1094 incorporated in the United States of America (or any State
1095 thereof or the District of Columbia), or over which such
1096 railroad company or companies have trackage rights or rights
1097 for operation of their trains, and upon connecting and other
1098 carriers in the usual interchange of traffic in the conti-
1099 nental United States, Canada and Mexico, but only upon and
1100 subject to all the terms and conditions of this Lease;
1101 provided, however, that if the Lessee subleases or permits
1102 the use of any Unit in Canada (or any Province or territory
1103 thereof) or in Mexico (or any State or the Federal District
1104 thereof), the Lessee shall, except as otherwise provided in
1105 §15 hereof, first have (a) taken all the necessary action to
1106 protect the right, title and interest of the Owner-Trustee
1107 and the vendor in the Units to be so subleased or used and
1108 (b) furnished the Owner-Trustee and the Vendor with an
1109 opinion of Canadian or Mexican counsel, as the case may be,
1110 satisfactory to the Owner-Trustee and the Vendor to the
1111 effect that such action is all that is necessary to protect

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1112 the right, title and interest of the Owner-Trustee and the
1113 Vendor in such Units; provided, further, that no Units shall
1114 be used predominantly outside the United States of America
1116 within the meaning of section 48(a) of the International
1117 Revenue Code of 1954, as amended to the date hereof, nor
1118 shall the Lessee sublease the Units to, or permit their use
1119 by, any person in whose hands such Units would not qualify
1120 as "section 38" property within the meaning of such Code.

1121

1122 Any such sublease may provide that the sublessee,
1123 so long as it shall not be in default under such sublease,
1124 shall be entitled to the possession of the Units included in
1125 such sublease and the use thereof; provided, however, that
1126 every such sublease shall be subject to the rights and
1127 remedies of the Vendor under the Security Document, and the
1128 Owner-Trustee under this Lease.

1130

1131 The Lessee, at its own expense, will as soon as
1132 possible cause to be duly discharged any lien, charge, secu-
1133 rity interest or other encumbrance (except any sublease or
1134 car contract as aforesaid and other than an encumbrance re-
1135 sulting from claims against the Owner-Trustee or the Vendor
1136 not related to the ownership or leasing of, or the security
1137 interest of the Vendor to, the Units) which may at any time
1138 be imposed on or with respect to any Unit including any ac-
1139 cession thereto or the interest of the Owner-Trustee, the
1140 Vendor or the Lessee therein. The Lessee shall not, without
1141 the prior written consent of the Owner-Trustee, part with
1142 the possession or control of, or suffer or allow to pass out
1143 of its possession or control, any of the Units, except to
1144 the extent permitted by the provisions of this §12.

1146

1147 Nothing in this §12 shall be deemed to restrict
1148 the right of the Lessee to assign or transfer its leasehold
1149 interest under this Lease in the Units or possession of the
1150 Units to any corporation incorporated under the laws of any
1151 state of the United States of America or the District of
1152 Columbia (which shall have specifically assumed the obliga-
1153 tions of the lessee hereunder and under the Consent by an
1154 appropriate instrument in writing) into or with which the
1155 Lessee shall have become merged or consolidated or which
1156 shall have acquired the property of the Lessee as an entire-
1157 ty or substantially as an entirety, provided that such as-
1158 signee or transferee will not, upon the effectiveness of
1159 such merger, consolidation or acquisition be in default
1160 under any provision of this Lease.

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1162 §13. Renewal Options. Provided that this Lease
1163 has not been earlier terminated and the Lessee is not in
1164 default hereunder, the Lessee may, by written notice
1165 delivered to the Owner-Trustee not less than one year prior
1166 to the end of the original term of this Lease elect to
1167 extend the term of this lease in respect of all, but not
1168 fewer than all, the Units then covered by this Lease, for a
1169 five-year period commencing on the scheduled expiration of
1170 the original term of this Lease, at a rental payable in ten
1171 semiannual payments, payable on the semiannual anniversaries
1172 of the expiration of the original term, each in an amount
1173 equal to 50% of the amount of the final semiannual rental
1174 payable for such Units during the original term of the
1175 lease.

1176
1177 Provided that this Lease has not been earlier ter-
1178 minated and the Lessee is not in default hereunder, the Les-
1179 see may by written notice delivered to the Owner-Trustee not
1180 less than one year prior to the end of any extended term of
1181 this Lease, elect to extend the term of this Lease in
1182 respect of all but not fewer than all of the Units then
1183 covered by this Lease, for an additional period not less
1184 than one year commencing on the scheduled expiration of any
1185 extended term of this Lease, at a "Fair Market Rental" pay-
1186 able in semiannual payments on the semiannual anniversaries
1187 of the expiration of the preceding extended term. Addition-
1188 al successive renewals may be made on the same terms and
1189 conditions as set forth in this paragraph.

1190
1191 Fair Market Rental shall be determined on the
1192 basis of, and shall be equal in amount to, the rental which
1193 would obtain in an arm's-length transaction between an
1194 informed and willing lessee (other than a lessee currently
1195 in possession) and an informed and willing lessor under no
1196 compulsion to lease and, in such determination, costs of re-
1197 moval from the location of current use shall not be a deduc-
1198 tion from such rental. If, after 60 days from the giving of
1199 notice by the Lessee of the Lessee's election to extend the
1200 term of this Lease, the Owner-Trustee and the Lessee are un-
1201 able to agree upon a determination of the Fair Market Rental
1202 of the Units, such rental shall be determined in accordance
1203 with the foregoing definition by the following procedure:
1204 If either party to such determination shall have given writ-
1205 ten notice to the other requesting determination of such
1206 value by this appraisal procedure, the parties shall consult
1207 for the purpose of appointing a qualified independent

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1208 appraiser by mutual agreement. If no such appraiser is so
1209 appointed within 20 business days after such notice is
1210 given, each party shall appoint an independent appraiser
1211 within 25 business days after such notice is given, and the
1212 two appraisers so appointed shall within 35 business days
1213 after such notice is given appoint a third independent ap-
1214 praiser. If no such third appraiser is appointed within 35
1215 business days after such notice is given, either party may
1216 apply, to make such appointment, to the American Arbitration
1217 Association, and both parties shall be bound by any appoint-
1218 ment so made. Any appraiser or appraisers appointed pursu-
1219 ant to the foregoing procedure shall be instructed to deter-
1220 mine the Fair Market Rental of the Units subject to the pro-
1221 posed extended term within 90 days after his or their ap-
1222 pointment. If the parties shall have appointed a single ap-
1223 praiser or if either party shall have failed to appoint an
1224 appraiser, the determination of Fair Market Rental of the
1225 single appraiser appointed shall be final. If three ap-
1226 praisers shall be appointed, the determination of the ap-
1227 praiser which differs most from the other two appraisers
1228 shall be excluded, the remaining two determinations shall be
1229 averaged and such latter average shall be final and binding
1230 upon the parties hereto as the Fair Market Rental. The ap-
1231 praisal proceedings shall be conducted in accordance with
1232 the Commercial Arbitration Rules of the American
1233 Arbitration Association as in effect on the date hereof,
1234 except as modified hereby. The provision for this appraisal
1235 procedure shall be the exclusive means of determining Fair
1236 Market Rental and shall be in lieu of any judicial or other
1237 procedure for the determination thereof, and each party
1238 hereto hereby consents and agrees not to assert any judicial
1239 or other procedures. The expenses of the appraisal proce-
1240 dure shall be borne by the Lessee.

1242
1243 §14. Return of Units upon Expiration of Term. As
1244 soon as practicable on or after the termination of the
1245 original or any extended term of this Lease, and in any
1246 event not later than 90 days thereafter, the Lessee will, at
1247 its own cost and expense, at the request of the
1248 Owner-Trustee, cause each unit to be transported to such
1249 point or points as shall be reasonably designated by the
1250 Owner-Trustee immediately prior to such termination and
1251 arrange for the Owner-Trustee to store such Unit on any
1252 lines or railroad or premises approved by the Owner-Trustee
1253 for a period not exceeding one year from the date such unit
1254 is first placed in storage pursuant to this §14; the

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1255 assembly, delivery, storage and transporting of such Unit to
1256 be at the expense and risk of the Lessee. During any such
1257 storage period the Lessee will permit the Owner-Trustee or
1258 any person designated by it, including the authorized repre-
1259 sentative or representatives of any prospective purchaser of
1260 such Unit, to inspect the same; provided, however, that the
1261 Lessee shall not be liable except in the case of negligence
1262 or intentional act of the Lessee or of its employees or
1263 agents and, except to the extent otherwise provided by law,
1264 for any injury to or the death of any person exercising, ei-
1265 ther on behalf of the Owner-Trustee or any prospective pur-
1266 chaser, the rights of inspection granted under this
1267 sentence. The assembly, delivery, storage and transporting
1268 of the Units as hereinbefore provided are of the essence of
1269 this lease, and upon application to any court of equity
1270 having jurisdiction in the premises, the Owner-Trustee shall
1271 be entitled to a decree against the Lessee requiring
1272 specific performance of the covenants of the Lessee so to
1273 cause the assembly, delivery, storage and transporting of
1274 the Units. Each Unit returned to the Owner-Trustee pursuant
1275 to this §14 shall (i) be in the same operating order, repair
1276 and condition as when originally delivered to the Lessee,
1277 reasonable wear and tear excepted, (ii) have attached or
1278 affixed thereto any special device, rack or assembly consid-
1279 ered an accession thereto as provided in §9 hereof and have
1280 removed therefrom any special device, rack or assembly not
1281 so considered an accession thereto and (iii) meet the
1282 standards then in effect under the Interchange Rules of the
1283 Association of American Railroads, if applicable.

1285
1286 §15. Recording. The Lessee, at its own expense,
1287 will cause this Lease, the Assignment of Lease and the Lease
1288 Assignment and any assignment hereof or thereof to be filed
1289 and recorded with the Interstate Commerce Commission in ac-
1290 cordance with Section 20(c) of the Interstate Commerce Act.
1291 The Lessee will undertake the filing, registering, deposit,
1292 and recording required of the Owner-Trustee under the Secu-
1293 rity Document and will from time to time do and perform any
1294 other act and will execute, acknowledge, deliver, file, reg-
1295 ister, record (and will refile, re-register, deposit and
1296 redeposit or re-record whenever required) any and all
1297 further instruments required by law or reasonably requested
1298 by the Owner-Trustee or the Vendor for the purpose of proper
1299 protection, to their satisfaction, of the Vendor's and the
1300 Owner-Trustee's respective interests in the Units, or for
1301 the purpose of carrying out the intention of this Lease, the

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1302 Security Document, the Lease Assignment, or the Assignment
1303 of Lease, provided, however, that the Lessee shall not be
1304 required to take any such action in respect of any ju-
1305 risdiction outside the United States if (1) the Lessee deems
1306 such action to be unduly burdensome, (2) after giving effect
1307 to the failure to take such action, the Lessee has taken all
1308 action required by law to protect the title of the
1309 Owner-Trustee and the Vendor to Units having a fair value of
1310 not less than 85% of the aggregate fair value of all the
1311 Units then subject to this Lease, and (3) any Unit at any
1312 time located in such jurisdiction shall have been marked
1313 with the markings specified in §5 hereof.

1314

1315 The Lessee will promptly furnish to the Vendor and
1316 the Owner-Trustee evidence of all such filing, registering,
1317 depositing or recording, and an opinion or opinions of
1318 counsel for the Lessee with respect thereto satisfactory to
1319 the Vendor and the Owner-Trustee. This Lease shall be filed
1320 and recorded with the Interstate Commerce Commission within
1321 five (5) days of the latest acknowledgment hereto, or as
1322 soon thereafter as is reasonably practicable.

1323

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§16. [Intentionally Left Blank]

1325

1326 §17. Owner-Trustee's Right to Perform for the Les-
1327 see. If the Lessee fails to perform or comply with any of
1328 its agreements contained herein, the Owner-Trustee may upon
1329 notice to the Lessee itself perform or comply with such
1330 agreement, and the amount of the reasonable cost and ex-
1331 penses of the Owner-Trustee incurred in connection with such
1332 performance or compliance, together with interest on such
1333 amount at the rate per annum which Manufacturers Hanover
1334 Trust Company, New York, New York, charges for unsecured
1335 90-day loans to large corporate borrowers at the time in
1336 effect, shall be payable by the Lessee upon demand.

1337

1338 §18. Interest on Overdue Rentals. Anything to the
1339 contrary herein notwithstanding, any nonpayment of
1340 rentals and other obligations due hereunder shall result in
1341 the obligation on the part of the Lessee promptly to pay,
1342 to the extent legally enforceable, an amount equal to inter-
1343 est at 10 3/4% per annum on the overdue rentals and other
1344 obligations for the period of time during which they are
1345 overdue, or such lesser amount as may be legally enforce-
1346 able.

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1348 §19. Notices. Any notice required or permitted to
1349 be given by either party hereto to the other shall be deemed
1350 to have been given when delivered to such other party or
1351 deposited in the United States mails, first-class postage
1352 prepaid, addressed as follows:

1353
1354 if to the Owner-Trustee, at 45 Wall Street,
1355 New York, New York 10005, attention of Corporate
1356 Trust and Agency Division, with a copy to the
1357 Owner, at P.O. Box 8300, Stamford, Connecticut
1358 06904, attention of Manager - Operations, Leasing
1359 and Industrial Loans and attention of Loan Officer
1360 - Rail;

1361
1362 if to the Lessee, at 176 East Fifth Street,
1363 St. Paul, Minn. 55101 Attention of Senior Vice President,
1364 Administration and Planning;

1365
1366 or addressed to any party at such other address as such
1367 party shall hereafter furnish to the other parties in writ-
1368 ing. Any certificate, document or report required to be
1369 furnished by any party hereto to the other parties shall be
1370 delivered to the address set forth above for such party.
1371 Any notice to the Lessee regarding Lessee's failure to per-
1372 form any obligation hereunder shall also be furnished to the
1373 Owner-Trustee.

1374
1375 §20. Owner-Trustee Acting as Trustee. The repre-
1376 sentations, undertakings and agreements herein made on the
1377 part of the Owner-Trustee are made and intended for the
1378 purpose of binding only the Trust Estate as such term is
1379 used in the Trust Agreement.

1380
1381 Whenever the term Owner-Trustee is used in this
1382 Lease it shall apply and refer to the Owner-Trustee and the
1383 Owner and any assignee of the Owner-Trustee.

1384
1385 §21. No Recourse. Nor recourse shall be had in
1386 respect to any obligation due under this Lease, or referred
1387 to herein, against any incorporator, stockholder, director
1388 or officer, as such, past, present or future, of the
1389 Owner-Trustee or the Lessee, or against the Owner or any
1390 other beneficiary of a trust for which the Owner-Trustee is
1391 acting as trustee, whether by virtue of any constitutional
1392 provision, statute or rule of law or by enforcement of any
1393 assessment or penalty or otherwise, all such liability,

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1394 whether at common law, in equity, by any constitutional
1395 provision, statute or otherwise, of incorporators, stock-
1396 holders, directors, officers, as such, or beneficiaries
1397 being forever released as a condition of and as considera-
1398 tion for the execution of this lease.

1399

1400 §22. Severability; Effect and Modification of
1401 Lease; Third Party Beneficiaries. Any provision of this
1402 lease which is prohibited or unenforceable in any ju-
1403 risdiction, shall be, as to such jurisdiction, ineffective
1404 to the extent of such prohibition or unenforceability with-
1405 out invalidating the remaining provisions hereof, and any
1406 such prohibition or unenforceability in any jurisdiction
1407 shall not invalidate or render unenforceable such provision
1408 in any other jurisdiction.

1409

1410 This Lease exclusively and completely states the
1411 rights of the Owner-Trustee and the Lessee with respect to
1412 the leasing of the Units and supersedes all other agree-
1413 ments, oral or written, with respect thereto, except the
1414 Participation Agreement. No variation or modification of
1415 this lease and no waiver of any of its provisions or
1416 conditions shall be valid unless in writing and signed by
1417 duly authorized signatories for the Owner-Trustee and the
1418 Lessee.

1419

1420 Nothing in this Lease shall be deemed to create
1421 any right in any person not a party hereto (other than the
1422 Owner, the Vendor and the permitted successors and assigns
1423 of a party) and this instrument shall not be construed in
1424 any respect to be a contract in whole or in part for the
1425 benefit of any third party except as aforesaid.

1426

1427 §23. Other Obligations. In the event that any of
1428 the covenants of the Owner-Trustee under the first paragraph
1429 of Article 7, the second, fifth and seventh paragraphs of
1430 Article 17, and under Articles 6, 9, 10, 11, 13, 14 and 19
1431 of the Security Document (without reference to any limita-
1432 tion of liability contained in Article 22 or the last para-
1433 graph of Article 4 of the Security Document) are not com-
1434 plied with through the performance by the Lessee of its ob-
1435 ligations specifically provided for in this Lease, the Les-
1436 see shall, as additional obligations under this Lease, take
1437 all such action as may be necessary to enable compliance to
1438 be made with such covenants under the Security Document.

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§24. Execution. This Lease may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Vendor shall be deemed to the original counterpart. Although for convenience this Lease is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

§25. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

§26. Continuity of Lessee's Obligations Under the Guaranty. Anything herein to the contrary notwithstanding, the Lessee agrees for the benefit of the Owner, the Owner-Trustee and the Vendor that the execution and delivery of this Lease shall in no way affect the obligations of the Lessee under the Guaranty, the Participation Agreement or the Security Document, such obligations to continue in full force and effect whether such obligations are due as of the date hereof or mature at any time thereafter.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

Burlington Northern Railroad
Company

[CORPORATE SEAL]

Attest:

[Signature]

By

[Signature]

Senior Vice President
Planning and Administration

UNITED STATES TRUST COMPANY
OF NEW YORK, as trustee

[CORPORATE SEAL]

Attest:

G. H. Carey

ASSISTANT SECRETARY

By

Stephen J. Salomon

ASST. VICE PRESIDENT

STATE OF MINNESOTA)

) ss:

COUNTY OF RAMSEY)

On this 23rd day of November, 1983, before me personally appeared R. F. Garland, to me personally known, who, being by me duly sworn, says that he is the Senior Vice President Planning and Administration of BURLINGTON NORTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan B. Hill
Notary Public
SUSAN B. HILL
NOTARY PUBLIC - MINNESOTA

(Notarial Seal)

My Commission expires:

STATE OF New York,

COUNTY OF New York) ss:

On this 15th day of December, 1983, before me personally appeared STEPHEN I. KABA, to me personally known, who, being by me duly sworn, says that he is ASST. VICE PRESIDENT of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Christine C. Collins
Notary Public

(Notarial Seal)

My Commission expires:

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 41-4624735
Qualified in Queens County
Commission Expires March 30, 1984

[illegible]

XM

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RBOX

BN

17053-17077
17079-17100
17102-17152
17154-17264
17266-17311
17313-17341
17343-17356
17358-17499

249461-249900

250166-250218

Car Number 17344 was declared destroyed in 1983. The casu-
alty value payment as determined under the Lease is not pay-
able until October 1, 1983 and rents will continue to accrue
to October 1, 1983.

[illegible]

Percentage
of Purchase Price

66.11
63.91
61.57
59.09
56.49
53.76
50.90
47.92
44.83
41.62
38.29
34.86
31.32
27.67
23.89
20.00